AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		13

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0003	07/10/2026		

6. ISSUED BY CODE

U.S. Embassy Bangkok, GSO/Procurement
120 - 122 Wireless Road, Lumpini,Pathumwan,
Bangkok 10330, Thailand

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) ☒ 9A. AMENDMENT OF SOLICITATION NUMBER: 19TH2026Q0028

9B. DATED *(SEE ITEM 11)*: 04/21/2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this amendment is to:

1. Extend the due date of proposal submission to be July 15, 2026 at 04:00 PM (Bangkok local time).
2. Change quotation submission email address to: BangkokGSOProcurement@state.gov.
3. Update Section 1, Section 2, Section 3 and Section 5, per attachment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Ramon Menendez-Carreira	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Ramon J Menendez-Carreira — Digitally signed by Ramon J Menendez-Carreira Date: 2026.07.10 15:27:17 +07'00' *(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

2026 STATEMENT OF WORK

FOR PUBLIC AFFAIRS SECTION

FOR AMERICAN FAIR: FREEDOM 250 IN NAKHON RATCHASIMA

1. SCOPE OF SERVICES

- In celebration of the Freedom 250 campaign in Thailand, the U.S. Embassy Bangkok Public Diplomacy team seeks to commemorate the 250th anniversary of the signing of the Declaration of Independence of the United States, or America's 250th birthday, by organizing an **American Fair: Freedom 250 in Nakhon Ratchasima (Fair)** at Mayfair Market in Nakhon Ratchasima. This initiative aims to highlight American culture and excellence, ~~with a particular focus on American leadership in entrepreneurship~~. The Fair will serve as a platform to showcase American ingenuity and foster economic collaboration between the United States and Thailand.
- **The American Fair: Freedom 250 in Nakhon Ratchasima** will take place over the course of three (3) days (Friday to Sunday) on October 2 - 4, 2026 at Mayfair Market in Nakhon Ratchasima. The Fair will be designed to emulate an authentic U.S. state or county fair atmosphere. The Fair will feature exhibits, performances, interactive activities, and booths designed to showcase American ingenuity, history, culture, food, agricultural products., tailored to connect with local contexts and communities.
- All work will take place in close consultation with the U.S. Embassy Bangkok.
- All partnerships with other organizations are to be suggested and approved by the U.S. Embassy Bangkok.
- The proposed budget shall be presented in line-litem form. This excludes venue rental fees but may include other venue-related costs.
- All prices should be in Thai Baht (THB).

2. THEME OF THE AMERICAN FAIR: FREEDOM 250 IN NAKHON RATCHASIMA

- **The American Fair: Freedom 250 in Nakhon Ratchasima** must showcase American excellence and ingenuity, including but not limited to history, culture, food, and agricultural products, tailored to local audiences. The Fair should emulate an authentic U.S. state or county fair atmosphere with immersive, interactive, and family-friendly programming. ~~that highlights **American leadership in music, innovation, and culture** as a central theme.~~

3. OBJECTIVES

- **Celebrate American Excellence and Ingenuity:** Highlight the achievements and contributions of the United States over the last 250 years. ~~with a specific focus on music, innovation, and culture.~~
- **Promote the Freedom 250 Campaign:** Increase awareness among Thai audiences about the significance of the 250th anniversary of American independence (Freedom 250).
- **Strengthen U.S. - Thai Relations:** Showcase joint initiatives, shared achievements, and ongoing cooperation between the United States and Thailand that emphasize the mutual interests between the two countries, particularly those that have made both countries safer, stronger and more prosperous.

4. SCOPE OF WORK

The contractor will be responsible for the following:

4.1) **Planning and Coordination:**

~~Develop~~ Execute a plan developed in coordination with the U.S. Embassy for organizing **the American Fair: Freedom 250 in Nakhon Ratchasima** at Mayfair Market in Nakhon Ratchasima. ~~All designs, plans, and activities must be developed in close consultation with and approved by the U.S. Embassy Bangkok prior to implementation.~~

- Coordinate with all partners and vendors on all logistics, production, setup, transportation, and staffing.
- Coordinate individual booth set-up and decoration with select embassy partners.

4.2) **Fair Design and Execution:**

- Ensure the Fair clearly showcases American ingenuity, culture, and excellence. ~~with a specific focus on American leadership in music, innovation, and culture tailored to connect with local contexts and communities.~~
- The Fair should include elements commonly associated with U.S. state and county fairs, such as live cooking demonstrations or cook-offs (e.g., BBQ, baking, and chili competitions), midway-style games, children's activities, agricultural-themed displays, and live music and cultural performances.
- Design themed zones may include~~ing~~, but not limited to:
  - Main stage for opening ceremony, live music, cultural performances, talks, and other activities.
  - Educational and interactive areas featuring American history, culture, sports, space, and science with a specific **focus on American leadership in music, innovation, and culture.**

- American agriculture and gastronomy zone, including live cooking demonstrations, cook-offs, and American and Thai-American food vendors.
- American business, education, and exchange program booths, including U.S. universities, alumni associations, and corporate partners (as approved).
- Games and activities inspired by U.S. state and county fairs (e.g., ring toss, balloon darts, duck pond games, children's crafts, and family competitions).
- Children and family activity areas (e.g., face painting, crafts, storytelling, and interactive workshops).
- American and Thai food and beverage zones with visually distinctive fair style stalls and seating areas.

- ~~Ensure all booths and zones are interactive, visually engaging, and accessible to families and youth.~~
- ~~Organize interactive activities, competitions, and performances aligned with the theme of American leadership in music, innovation, and culture.~~
- ~~Procure and manage prizes and other takeaways in close consultation with the U.S. Embassy Bangkok.~~
- ~~Collect attendee survey data and present a survey report, with questions and guidelines provided by U.S. Embassy Bangkok.~~

~~4.3) Promotion:~~

~~The contractor must directly implement or subcontract event promotion for the Fair:~~

- ~~Develop and execute a communications plan to maximize public attendance and media coverage, in close consultation with U.S. Embassy Bangkok.~~
  - ~~Execute influencer marketing (KOLs).~~
  - ~~Capture photographs and video of key activities throughout the event to share with media and other partners.~~
- ~~Design, produce, and disseminate content for media and social media platforms in close consultation with the U.S. Embassy Bangkok, in compliance with U.S. Department of State's Freedom 250 brand guidelines and U.S. Embassy Bangkok's Freedom 250 key visuals.~~
- ~~Source materials and copyright to produce any content necessary to effectively promote the event. The subcontractor or the vendor should make sure to follow the Personal Data Protection Act (PDPA) so that all visual materials produced are suitable for public use. All photos, videos, and visuals produced for the event shall be provided to the U.S. Embassy for perpetual use (public domain).~~
- ~~Provide standard post-activity performance report.~~

4.3~~4~~) Event Management:

- Oversee the execution of the Fair, ensuring smooth operations and high-quality delivery.
- Each booth at a minimum must include one long table, two chairs, and electrical power source. The vendor may be asked to provide additional logistics based on partner booths' needs.
- Manage all logistics, production, setup, breakdown, and transportation to ensure smooth execution and high-quality delivery, including:
  - Provide and manage staffing in close consultation with the U.S. Embassy Bangkok, including:
    - Event operations staff for setup, operation, and teardown
    - Technical staff for electrical, stage, and AV systems
    - Cleaning, waste, and maintenance crews
- ~~Provide and manage emcees in close consultation with the U.S. Embassy Bangkok.~~
- Provide on-site logistical support during the Fair, including troubleshooting and coordination with U.S. Embassy Bangkok and all relevant stakeholders.

Secure appropriate event infrastructure, including:

Power and Electrical

- Temporary electrical distribution systems, generators, cabling, and lighting for all booths, stages, and common areas.
- Backup power systems for critical functions (main stage, security, refrigeration, emergency lighting).
- Electrical safety certification and qualified technicians onsite during operating hours.

Temporary Structures and Weather Mitigation

- Tents, marquees, or covered structures for booths, food vendors, and program areas
- Rain contingency structures for audience seating and programming areas

~~Medical Assistance Services~~

- ~~Fully equipped medical tent with licensed medical personnel on standby throughout the Fair to respond promptly to visitor and staff medical emergencies~~

Waste Management

- Trash, recycling, and composting receptacles throughout the Fair

- Waste collection, removal, and site cleanup services before, during, and after the event
- A post-event site restoration plan to return the venue to original condition

Lighting

- Area lighting for pathways, entrances, and program zones

Signage and Wayfinding

- Directional signage, maps, and branded wayfinding throughout the Fair with design elements, branding, and written content provided by U.S. Embassy Bangkok
- ~~Multilingual signage (English and Thai)~~

5. ADDITIONAL REQUIREMENTS

- The contractor must have prior experience in organizing large-scale interactive public fairs or events, preferably with a focus on entrepreneurship music, innovation and culture.
- The contractor must demonstrate the ability to work collaboratively with U.S. Embassy Bangkok and adhere to U.S. government branding and messaging guidelines.
- All designs, promotional materials, and videos must be submitted for approval by the U.S. Embassy Bangkok before execution.
- The contractor must ensure compliance with local laws and regulations.

6. PERIOD/DATE OF PERFORMANCE

The American Fair: Freedom 250 in Nakhon Ratchasima will take place on October

2-4, 2026 at Mayfair Market in Nakhon Ratchasima. The Fair will last three (3) days (Friday to Sunday).

- **Planning Phase (~~May~~ July to September 2026)** - Develop and finalize plans, designs, and logistics.
- **Execution Phase (October 2026)** - Organize and execute the Fair. Fair dates are October 2-4, 2026.
- ~~Post-Event Phase (November 2026) - Submit wrap-up video and final report summarizing impact and outcomes.~~

7. SPECIFICATION

The contractor will:

- Plan, coordinate, ~~promote,~~ and organize the **American Fair: Freedom 250 in Nakhon Ratchasima.**
- Coordinate with all partners, venue, and vendors on all logistics, production, setup, transportation, and staffing.

- Coordinate individual booth set-up and decoration with select embassy partners.
- Design stage, booths and displays that align with the U.S. state fair themes with design elements, brandings, and written content provided by US. Embassy Bangkok ~~a specific focus on American leadership in music, innovation, and culture tailored to connect with local contexts and communities.~~
- ~~Design and produce promotional materials for social media, including pre-event, live event, and post-event.~~
- ~~Produce a wrap-up video summarizing the Fair's highlights and impact.~~
- ~~Collect attendee survey data and present a survey report.~~
- Ensure all designs, plans, and activities are approved by U.S. Embassy Bangkok before execution.
- Provide on-site operational support during the Fair and ensure smooth and safe operations throughout.

8. DELIVERABLES

The contractor shall provide the following deliverables, subject to approval by U.S. Embassy Bangkok:

- Event concept proposal and site master plan map, including zoning and layout of all Fair components.
- Detailed three-day programming schedule in coordination with the U.S. Embassy Bangkok.
- ~~Vendors and partners curation plan.~~
- Staffing plan and organizational chart.
- Risk mitigation and contingency plan (weather, crowd surges, health and safety).
- ~~Communications and social media plans.~~
- ~~One highlight video (2–3 minutes) and curated photo album package.~~
- ~~Post-event report includes attendance estimates, media reach, participant demographics (if feasible), and survey analysis.~~

~~9. GOVERNMENT-FURNISHED INFORMATION AND SUPPORT~~

~~The U.S. Embassy Bangkok will provide:~~

- ~~Freedom 250 branding guidelines, logos, and approved messaging.~~
- ~~Content and talking points for opening ceremony remarks.~~
- ~~Selection of partner organizations and exhibitors.~~
- ~~U.S. Embassy Bangkok staff for VIP coordination, guest relations, and program oversight.~~
- ~~Official U.S. government ceremonial items (flags, seals, banners, etc.) on loan for the event.~~
- ~~Security direction and requirements through designated Embassy security personnel.~~

~~The contractor remains responsible for all other aspects of Fair planning, production, and execution as outlined in this Statement of Work.~~

10. PAYMENT TERMS AND CONDITIONS

- The bidder shall be required to keep its bid valid for a period of ~~twelve (12)~~ six months from the date specified for the submission of bids. A bid valid for a shorter period may be rejected by the Government as non-responsive.
- The vendor should comply with the terms of payment, 30 days credit.
- The Financial Section will transfer the payment to the vendor within 30 days after services and invoices are received.
- Payment will shall be made in installments ~~according to the schedule below~~ based on the completion of key milestones. ~~The vendor is expected to adhere to the specifications and requirements outlined in this SOW.~~
    - Planning Phase Completion: Upon successful approval of the design of the **American Fair: Freedom 250 in Nakhon Ratchasima.**
    - Execution Phase Completion: Upon successful execution of the Fair.
- ~~Post-Event Phase Completion: Upon submission and approval of the wrap-up video, photo album, and report. Payment will be contingent upon the vendor's adherence to the specifications and requirements outlined in this SOW.~~
- Payment will be contingent upon the vendor's adherence to the specifications and requirements outlined in this SOW.

(End Statement of Work)

2. SECTION 2, CONTRACT CLAUSES, is changed by inserting the following clause:

52.204-91 CONTRACTOR IDENTIFICATION (SEP 2025)

Definitions. As used in this clause—

(a) Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United

States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	Then…
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA(https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

3. SECTION 2, CONTRACT CLAUSES, ADDENDUM TO CONTRACT CLAUSES, FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12 is changed by deleting following clause:

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

4. SECTION 3, SOLICITATION PROVISIONS, ADDENDUM TO 52.212-1, is changed by deleting paragraph A.2.(3) and replaced as follows:

(3) The offeror shall provide proof of CAGE/NCAGE SAM registration to include CAGE/NCAGE SAM UEI code on SF-1449 cover page (block 17a).

5. SECTION 3, SOLICITATION PROVISIONS, ADDENDUM TO SOLICITATION PROVISIONS, FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12 is changed by deleting following provision:

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

6. SECTION 5, REPRESENTATIONS AND CERTIFICATIONS, is changed by inserting the following provisions:

52.204-90 OFFEROR IDENTIFICATION (SEP 2025)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

Definitions. As used in this provision—

(a) Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) Unique entity identifier (UEI).

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government; or

□ Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or

□ Other.

(3) Common parent.

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau(https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA)(https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code

Legal Business Name

Immediate owner

Highest-level owner

Predecessor*

*Predecessor CAGE code may be marked "Unknown."

If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION—REPRESENTATION (NOV 2015)

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)